

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	
v.	)	No.
	)	
SHEILA SWEENEY,	)	
	)	
Defendant.	)	

**GUILTY PLEA AGREEMENT**

Come now the parties and hereby agree, as follows:

**1. PARTIES:**

The parties are the defendant Sheila Sweeney, represented by defense counsel Arthur Margulis and Justin Gelfand, and the United States of America (hereinafter "United States" or "Government"), represented by Assistant United States Attorney Hal Goldsmith and the Office of the United States Attorney for the Eastern District of Missouri. This agreement does not, and is not intended to, bind any governmental office or agency other than the United States Attorney for the Eastern District of Missouri. The Court is neither a party to nor bound by this agreement.

**2. GUILTY PLEA:**

Pursuant to Rule 11(c)(1)(A), Federal Rules of Criminal Procedure, in exchange for the defendant's voluntary plea of guilty to Count One of the Information, the United States agrees that no further federal prosecution will be brought in this District relative to the defendant's misprision of a felony related to Steven V. Stenger's honest services mail fraud scheme, Case Number 4:19-CR-00312-CDP, during the period defendant Sheila Sweeney served as Chief

Executive Officer of the St. Louis Economic Development Partnership, of which the Government is aware at this time.

In addition, the parties agree that the U.S. Sentencing Guidelines Total Offense Level analysis agreed to by the parties herein is the result of negotiation and led, in part, to the guilty plea. The parties further agree that either party may request a sentence above or below the U.S. Sentencing Guidelines range (combination of Total Offense Level and Criminal History Category) ultimately determined by the Court pursuant to any chapter of the Guidelines and Title 18, United States Code, Section 3553(a). The parties further agree that notice of any such request will be given no later than ten days prior to sentencing and that said notice shall specify the legal and factual bases for the request.

**3. ELEMENTS:**

As to Count One of the Information, the defendant admits to knowingly violating Title 18, United States Code, Section 4, and admits there is a factual basis for the plea and further fully understands that the elements of the crime are:

1. Steven V. Stenger committed the crime of honest services bribery / mail fraud in violation of Title 18 United States Code sections 1341 and 1346, Case Number 4:19-CR-312-CDP;
2. The defendant had full knowledge of that fact;
3. The defendant failed to notify authorities that the crime had been committed; and,
4. The defendant took an affirmative step to conceal the crime.

#### **4. FACTS:**

The parties agree that the facts in this case are as follows and that the government would prove these facts beyond a reasonable doubt if the case were to go to trial. These facts may be considered as relevant conduct pursuant to Section 1B1.3:

The St. Louis Economic Development Partnership's (hereinafter "SLEDP") stated purpose was to function as the economic development agency serving St. Louis County and City. The St. Louis County Port Authority's (hereinafter "Port Authority") stated purpose was to promote general welfare, encourage private capital investment, increase the volume of commerce and promote the establishment of a foreign trade zone within the County port district.

Steven V. Stenger was the elected County Executive for St. Louis County. Stenger's office vested him with actual and perceived authority and influence over, among other things, the awarding of certain contracts and grants by St. Louis County, SLEDP, and the Port Authority. Stenger's office also vested him with actual and perceived authority over certain other public officials, including but not limited to SLEDP Chief Executive Officer, defendant SHEILA SWEENEY.

Steven V. Stenger served as the St. Louis County Council Member from the 6<sup>th</sup> District from 2009 through 2014. Stenger took office as County Executive in January 2015 and was re-elected in November, 2018. As such, Stenger owed the citizens of St. Louis County his honest services.

Defendant SHEILA SWEENEY was the Chief Executive Officer of SLEDP, having been recommended to that position by Stenger during in or about August, 2015. SWEENEY also was the Executive Director of the Port Authority, and she served on the Board of the Land Clearance

for Redevelopment Authority for St. Louis County (hereinafter "LCRA"). SWEENEY's office vested her with actual authority and influence over, among other things, the awarding of certain contracts and grants by SLEDP, the Port Authority, and LCRA. SWEENEY's office also vested her with actual and perceived authority over certain other officials, including but not limited to SLEDP Vice President and Director of Real Estate, Joseph Bannister, and SLEDP General Counsel, Dustin Allison. In her positions, and because SLEDP, the Port Authority, and LCRA were funded in part by St. Louis County funds, SWEENEY owed the citizens of St. Louis County her honest services.

John Rallo had a background in the insurance business, and for a period of time owned and operated several St. Louis area bars and nightclubs. During 2006, Rallo started Cardinal Creative Insurance Group (hereinafter "Cardinal Insurance"), an insurance brokerage company located in Clayton, Missouri. Rallo had no background in marketing or consulting.

Beginning on or about October 23, 2014, Rallo began making political donations to Stenger in exchange for Stenger's promises to direct St. Louis County and Port Authority contracts to Rallo and Rallo's companies. Rallo continued to make political donations to Stenger throughout 2015, 2016, 2017, and into April, 2018, all with the understanding from Stenger that in exchange he would help Rallo and his companies get insurance contracts with St. Louis County and, ultimately, help Rallo and his company Cardinal Creative Consulting get a consulting contract from the Port Authority. Stenger also helped Rallo and a group known as Wellston Holdings, LLC obtain land in Wellston, Missouri for development purposes. Rallo also held several fundraisers for Stenger where Rallo invited friends and associates who also made political donations to Stenger. During 2015, Stenger requested that Rallo become a member of Stenger's "Trustee" program, a group of

individuals who agreed to donate \$2,500 to Stenger each quarter, for a total of \$10,000 per year. Rallo agreed to become a Trustee, and also recruited one other member of Wellston Holdings, LLC to become a Trustee. Together, Rallo and the other member of Wellston Holdings, LLC personally donated approximately \$50,000 to Stenger, and obtained additional political donations for Stenger through several fundraisers.

During 2015 and 2016, in exchange for continuing political donations from John Rallo, Stenger took official actions in order to help Rallo and Rallo's company, Cardinal Insurance, obtain the St. Louis County contract for employee voluntary benefits insurance. Stenger directed several members of his executive staff to communicate Stenger's direction to the Director of Administration, Pam Reitz, to award the insurance contract to Rallo and his company. Despite Stenger's actions, Rallo's company was not awarded the insurance contract during either 2015 or 2016.

During this same time period, Stenger and Rallo discussed the possibility of Rallo getting a marketing consulting contract. Rallo had no experience in marketing or consulting, but he continued to make political donations to Stenger and hold fundraisers for Stenger based upon Stenger's representations that he would work to get Rallo one or more of these contracts. It was during this period of time that Stenger suggested getting Rallo the consulting contract through SLEDP, and the Port Authority. Based upon his discussions with Stenger, on March 13, 2015, Rallo formed Cardinal Creative Consulting, LLC (hereinafter "Cardinal Consulting") for the specific purpose of obtaining the promised consulting contract.

As he promised, Stenger worked to get Rallo the consulting contract through the Port Authority. Stenger discussed the proposed consulting contract with defendant SHEILA

SWEENEY, the Chief Executive Officer of SLEDP; Stenger made it clear to her that Rallo was a “donor,” and directed SWEENEY to make sure Rallo and Cardinal Consulting got a consulting contract. SWEENEY had been appointed to her SLEDP position at Stenger’s recommendation, and Stenger told Rallo that SHEILA SWEENEY would do what Stenger told her to do. Rallo met with SWEENEY in her office during October, 2015 to discuss the consulting contract. SW also attended this meeting, as SW had known SWEENEY for many years. Rallo and SW had agreed between themselves, but unbeknownst to SWEENEY, that Rallo would share some of the proceeds from the consulting contract with SW as payback for SW originally introducing Rallo to Stenger. The meeting lasted only 10 to 15 minutes and did not involve a substantive discussion of the purported consulting contract. SWEENEY asked Rallo what amount he wanted on the consulting contract, and Rallo requested \$350,000. SWEENEY told Rallo that she did not think she could get him that large a contract, but she would discuss it with Stenger.

In further discussions with Stenger and SWEENEY, Rallo learned that SWEENEY was going to issue the consulting contract through the Port Authority, and that the amount of the contract would need to be \$100,000 in order for SWEENEY to “push” the contract through the Port Authority Board. Rallo was led to believe that the initial consulting contract would be for a 6 month term at \$100,000, and then renewed for an additional 6 months for an additional \$100,000, for a total contract value of \$200,000. Discussions between SWEENEY, Stenger, and Rallo concerning the consulting contract continued throughout Fall of 2015 and into 2016.

Rallo and his business partner in Wellston Holdings, LLC met with Stenger on May 4, 2016, at which time the business partner gave Stenger a \$10,000 political donation and agreed to become a regular political donor in Stenger’s Trustee program. During this meeting, the three men

defendant SWEENEY telephoned him and requested to meet with him in his office, as she did not

During this same time period, before Rallo had received the actual consulting contract,

SWEENEY's recommendation and approved Cardinal Consulting's consulting contract. Authority Board to approve Cardinal Consulting's bid as the winning bid, and the Board followed Nonetheless, as Stenger had directed her, defendant SWEENEY recommended and urged the Port experience, and the other responsive bids were lower in cost than Cardinal Consulting's bid. of the other responsive bids were from individuals and companies with actual marketing received other responsive bids to the RFP in addition to Cardinal Consulting's bid. One or more Cardinal Consulting's entire responsive bid consisted of a 1 ½ page letter. The Port Authority responsive bid called for a six (6) month renewable term at \$100,000 per each six (6) month term. As Rallo had been directed by Stenger and defendant SWEENEY, Cardinal Consulting's

Consulting's responsive bid to the RFP.

Port Authority's RFP, and SWEENEY also reviewed and recommended revisions to Cardinal Consulting. SWEENEY had several discussions with Rallo concerning the proper wording of the directed by Stenger to award the Media Consultant contract to Rallo's company, Cardinal Media Consultant ["RFP"]. Responses to the RFP were due April 25, 2016. SWEENEY was defendant SHEILA SWEENEY caused the Port Authority to issue a Request for Proposals for During April, 2016, at Stenger's direction, and based upon the discussions with Rallo,

Wellston Holdings, LLC obtain property owned by St. Louis County.

Stenger, and to become a Trustee donor, based upon Stenger's representations that he would help purchase and develop. Rallo recruited his business partner to make the political donation to discussed possible land sites in St. Louis County that Stenger could help Wellston Holdings, LLC

want to discuss what she needed to tell him over the telephone. When SWEENEY arrived at Rallo's office, she explained to him that she had modified the total payments under the Cardinal Consulting contract to \$130,000, not the bid upon and requested \$100,000. SWEENEY had added the additional \$30,000 to the consulting contract because Stenger had directed her to give a job or a contract to an individual, JC. JC was a close associate of a public official who had helped Stenger get out the vote in the November, 2014 County Executive election, and Stenger's direction to hire JC or give JC a contract was payback for that. SWEENEY determined that paying JC through the Rallo contract would meet Stenger's directive. SWEENEY advised Rallo that he should pay JC the \$30,000 over the term of the contract. Rallo had no prior knowledge of JC, and understood from SWEENEY that JC would not do any actual work under the consulting contract, but needed to be paid the \$30,000.

On or about July 14, 2016, Rallo received the Consulting Agreement which did, in fact, call for total payments of \$130,000. SWEENEY did not "report" to the Port Authority Board that she had increased Rallo's consulting contract until December, 2016, when the Port Authority's General Counsel noticed the additional \$30,000 had not been disclosed and advised her that it needed to be put in the "report" to the Board. At no time did the Board formally approve the increased contract price. Rallo and Cardinal Consulting did no actual work under the Consulting Agreement. Rallo was required to submit monthly reports to the General Counsel of SLEDP detailing the work purportedly done by Cardinal Consulting, and Rallo simply made up false information to include in each of those monthly reports. During August, 2016, JC contacted defendant SWEENEY and asked about his promised payments. SWEENEY contacted Rallo, and requested Rallo contact JC and begin paying him. At SWEENEY's direction, Rallo paid JC



\$25,000 from proceeds of the consulting contract, mailing four of the \$5,000 checks to JC. Despite having been directed to pay JC \$30,000, Rallo only paid him the \$25,000.

Rallo submitted false monthly reports to the General Counsel for SLEDP because Rallo was hoping that Cardinal Consulting's contract would be renewed for an additional six (6) months. Rallo's last report, covering November, 2016, was so obviously fake that the SLEDP General Counsel talked with defendant SWEENEY and she requested Rallo submit a different report, which he did.

During 2016, in discussions with Stenger, Rallo and two other investors had identified two parcels of vacant property located in Wellston, Missouri which they desired to purchase and develop, "Wellston Industrial" and "Plymouth Industrial." The properties were held by the LCRA, and Stenger directed SHEILA SWEENEY to work with Rallo and his partners to make sure that they could purchase the properties from the LCRA. Rallo and his partners, one of whom was also a political donor in Stenger's Trustee program, formed Wellston Holdings, LLC for the sole purpose of purchasing and developing the Wellston properties. St. Louis County had spent several million dollars in clearing, grading, and preparing the two Wellston properties for sale over the years. In carrying out Stenger's direction to make sure Rallo and his group were able to purchase and develop the properties, SWEENEY directed SLEDP's Director of Real Estate to assist Rallo and his partners in purchasing the Wellston properties; and she directed SLEDP's General Counsel to put together RFPs for the sale of the two properties. SWEENEY set the minimum bid on Plymouth Industrial at "must exceed" \$250,000 and the minimum bid on Wellston Industrial at "must exceed" \$255,499, believing that Rallo's group might be the only group to bid on the properties. Following a September 15, 2016 meeting at Café Napoli between SWEENEY, Rallo,

and one of Rallo's partners, SWEENEY began providing information concerning the Wellston properties to Rallo and his group.

The bid response date on Plymouth Industrial was September 26, 2016, and it required a 1% earnest money deposit to accompany any bids. Rallo's group's bid, however, was for \$250,000, with an earnest money deposit of \$2,500 which did not meet the requirement that the bid "must exceed" \$250,000. SWEENEY reviewed Rallo's group's bid response to the RFP, and instructed Rallo to make certain revisions and edits before submitting its final bid. Rallo was also in communication with SLEDP's Director of Real Estate, Joseph Bannister, during this time, as SWEENEY had directed him to assist Rallo in obtaining the properties. SLEDP's General Counsel did, in fact, have some questions concerning Wellston Holdings, LLC's bid, and he emailed his questions to Rallo. Rallo sought SWEENEY's review and advice in responding to the General Counsel's inquiry.

Rallo's group was awarded the option to purchase Plymouth Industrial, over a second bidder. As to the second Wellston property, Wellston Industrial, it had a bid response date of April 3, 2017 and, again, a minimum bid which "must exceed" \$255,499. Rallo's group originally bid \$256,000. In a telephone call, SWEENEY advised Rallo that his group should bid \$275,000 for the property, not the minimum bid of \$256,000 because there was another bidder for the property. SWEENEY said it would be better to give the contract to the highest bidder, since Rallo was a Stenger political donor. Rallo's group then submitted a revised and increased bid of \$275,000, which was accepted over the second bidder. The total purchase price for the two Wellston properties was approximately \$525,000.

On August 8, 2017, a reporter with the St. Louis Post Dispatch submitted a Missouri Sunshine Law request to SLEDLP for information regarding Wellston Holdings, LLC and the sale of the Wellston properties. The reporter also contacted one of Rallo's partners in Wellston Holdings, LLC for information. In an effort to conceal Stenger's schemes, defendant SWEENEY instructed Rallo not to speak with the Post Dispatch reporter. Due to an ongoing series of investigative stories in the St. Louis Post Dispatch highlighting the political donor connection between Rallo and Stenger, and the Cardinal Consulting contract, SWEENEY, in a further effort to conceal Stenger's schemes, instructed Rallo to remove his name as Registered Agent for Cardinal Consulting from the Missouri Secretary of State records. On December 19, 2017, per defendant SWEENEY's instruction to Rallo, Rallo's attorney filed paperwork with the Missouri Secretary of State's Office changing the Registered Agent for Cardinal Consulting from Rallo's name to the attorney's name.

Defendant SWEENEY was an organizer, leader, manager, or supervisor in the misprision of a felony conduct, which involved fewer than five (5) participants and was not otherwise extensive.

Defendant SHEILA SWEENEY, having knowledge of the actual commission of a felony cognizable by a Court of the United States, to wit, Honest Services Bribery / Mail Fraud committed by Steven V. Stenger, in violation of Title 18, United States Code, Sections 1341, 1346, and 2, took the following actions to conceal the same by:

a. Failing to advise the Port Authority Board that Stenger had directed SWEENEY to ensure his political donor John Rallo and his company, Cardinal Creative Consulting, obtained a Port Authority consulting contract;

b. Failing to advise the Port Authority Board that the Cardinal Creative Consulting contract was increased by \$30,000 in order to pay JC;

c. Instructing John Rallo to revise one of Cardinal Creative Consulting's monthly reports submitted to SLEDP;

d. Failing to advise the LCRA Board that Stenger had directed SWEENEY to ensure his political donor John Rallo and his company, Wellston Holdings, LLC, obtained land sales contracts; and,

e. Instructing John Rallo to remove his name as registered agent for Cardinal Consulting Group, LLC.

Defendant SHEILA SWEENEY did not as soon as possible make known Stenger's scheme to defraud to some Judge or other person in civil or criminal authority under the United States.

Further, defendant, SHEILA SWEENEY, admits, acknowledges as true, and accepts responsibility for all of the acts and conduct set forth in paragraphs One through Twenty-Five of the Information in this case.

#### **5. STATUTORY PENALTIES:**

The defendant fully understands that the maximum possible penalty provided by law for the crime to which the defendant is pleading guilty is imprisonment of not more than three (3) years, a fine of not more than \$250,000, or both such imprisonment and fine. The Court may also impose a period of supervised release of not more than one (1) year.

#### **6. U.S. SENTENCING GUIDELINES: 2018 MANUAL:**

The defendant understands that this offense is affected by the U.S. Sentencing Guidelines and the actual sentencing range is determined by both the Total Offense Level and the Criminal

History Category. The parties agree that the following are the applicable U.S. Sentencing Guidelines Total Offense Level provisions.

**a. Chapter 2 Offense Conduct:**

(1) **Base Offense Level:** The parties agree that the base offense level is 7, as found in Section 2B1.1(a)(1).

(2) **Specific Offense Characteristics:** The parties agree that the following Specific Offense Characteristics apply:

10 levels are added because the loss exceeded \$150,000, but was less than \$250,000, pursuant to Section 2B1.1(b)(1)(F).

**b. Chapter 3 Adjustments:**

2 levels are added because defendant was an organizer, leader, manager, or supervisor in the misprision of a felony criminal activity, which involved fewer than five (5) participants and was not otherwise extensive, pursuant to Section 3B1.1(c).

2 levels are added because defendant abused a position of public trust in a manner that significantly facilitated the commission or concealment of the offense, pursuant to Section 3B1.3.

**Acceptance of Responsibility:** The parties agree that 3 levels should be deducted pursuant to Section 3E1.1(a) and (b), because the defendant has clearly demonstrated acceptance of responsibility and timely notified the government of the defendant's intention to plead guilty. The parties agree that the defendant's eligibility for this deduction is based upon information presently known. If subsequent to the taking of the guilty plea the government receives new evidence of statements or conduct by the defendant which it believes are inconsistent with

defendant's eligibility for this deduction, the government may present said evidence to the court, and argue that the defendant should not receive all or part of the deduction pursuant to Section 3E1.1, without violating the plea agreement.

**Other Adjustments:** The parties agree that 9 levels should be deducted pursuant to Section 2X4.1.

**Estimated Total Offense Level:** The parties estimate that the Total Offense Level is 9.

**Criminal History:** The determination of the defendant's Criminal History Category shall be left to the Court. Either party may challenge, before and at sentencing, the finding of the Presentence Report as to the defendant's criminal history and the applicable category. The defendant's criminal history is known to the defendant and is substantially available in the Pretrial Services Report.

**Effect of Parties' U.S. Sentencing Guidelines Analysis:** The parties agree that the Court is not bound by the Guidelines analysis agreed to herein. The parties may not have foreseen all applicable Guidelines. The Court may, in its discretion, apply or not apply any Guideline despite the agreement herein and the parties shall not be permitted to withdraw from the plea agreement.

## **7. WAIVER OF APPEAL AND POST-CONVICTION RIGHTS:**

**a. Appeal:** The defendant has been fully apprised by defense counsel of the defendant's rights concerning appeal and fully understands the right to appeal the sentence under Title 18, United States Code, Section 3742.

**(1) Non-Sentencing Issues:** The parties waive all rights to appeal all non-jurisdictional, non-sentencing issues, including, but not limited to, any issues relating to pretrial

motions, discovery, the guilty plea, the constitutionality of the statute(s) to which defendant is pleading guilty and whether defendant's conduct falls within the scope of the statute(s).

**(2) Sentencing Issues:** In the event the Court accepts the plea, accepts the U.S. Sentencing Guidelines Total Offense Level agreed to herein, and, after determining a Sentencing Guidelines range, sentences the defendant within or below that range, then, as part of this agreement, the defendant hereby waives all rights to appeal all sentencing issues other than Criminal History, but only if it affects the Base Offense Level or Criminal History Category. Similarly, the Government hereby waives all rights to appeal all sentencing issues other than Criminal History, provided the Court accepts the plea, the agreed Total Offense Level and sentences the defendant within or above that range.

b. **Habeas Corpus:** The defendant agrees to waive all rights to contest the conviction or sentence in any post-conviction proceeding, including one pursuant to Title 28, United States Code, Section 2255, except for claims of prosecutorial misconduct or ineffective assistance of counsel.

c. **Right to Records:** The defendant waives all rights, whether asserted directly or by a representative, to request from any department or agency of the United States any records pertaining to the investigation or prosecution of this case, including any records that may be sought under the Freedom of Information Act, Title 5, United States Code, Section 522, or the Privacy Act, Title 5, United States Code, Section 552(a).

**8. OTHER:**

a. **Disclosures Required by the United States Probation Office:** The defendant agrees to truthfully complete and sign forms as required by the United States Probation Office prior to

sentencing and consents to the release of these forms and any supporting documentation by the United States Probation Office to the government.

**b. Civil or Administrative Actions not Barred; Effect on Other Governmental**

**Agencies:** Nothing contained herein limits the rights and authority of the United States to take any civil, tax, immigration/deportation or administrative action against the defendant.

**c. Supervised Release:** Pursuant to any supervised release term, the Court will impose standard conditions upon the defendant and may impose special conditions related to the crime defendant committed. These conditions will be restrictions on the defendant to which the defendant will be required to adhere. Violation of the conditions of supervised release resulting in revocation may require the defendant to serve a term of imprisonment equal to the length of the term of supervised release, but not greater than the term set forth in Title 18, United States Code, Section 3583(e)(3), without credit for the time served after release. The defendant understands that parole has been abolished

**d. Mandatory Special Assessment:** Pursuant to Title 18, United States Code, Section 3013, the Court is required to impose a mandatory special assessment of \$100 per count for a total of \$100, which the defendant agrees to pay at the time of sentencing. Money paid by the defendant toward any restitution or fine imposed by the Court shall be first used to pay any unpaid mandatory special assessment.

**e. Possibility of Detention:** The defendant may be subject to immediate detention pursuant to the provisions of Title 18, United States Code, Section 3143.

**f. Fines, Restitution and Costs of Incarceration and Supervision:** The Court may impose a fine, restitution (in addition to any penalty authorized by law), costs of incarceration



and costs of supervision. The defendant agrees that any fine or restitution imposed by the Court will be due and payable immediately. Pursuant to Title 18, United States Code, Section 3663A, an order of restitution is mandatory for all crimes listed in Section 3663A(c). Regardless of the Count of conviction, the amount of mandatory restitution imposed shall include all amounts allowed by Section 3663A(b) and the amount of loss agreed to by the parties, including all relevant conduct loss.

**9. ACKNOWLEDGMENT AND WAIVER OF THE DEFENDANT'S RIGHTS:**

In pleading guilty, the defendant acknowledges, fully understands and hereby waives his rights, including but not limited to: the right to plead not guilty to the charges; the right to be tried by a jury in a public and speedy trial; the right to file pretrial motions, including motions to suppress or exclude evidence; the right at such trial to a presumption of innocence; the right to require the government to prove the elements of the offenses against the defendant beyond a reasonable doubt; the right not to testify; the right not to present any evidence; the right to be protected from compelled self-incrimination; the right at trial to confront and cross-examine adverse witnesses; the right to testify and present evidence and the right to compel the attendance of witnesses. The defendant further understands that by this guilty plea, the defendant expressly waives all the rights set forth in this paragraph.

The defendant fully understands that the defendant has the right to be represented by counsel, and if necessary, to have the Court appoint counsel at trial and at every other stage of the proceeding. The defendant's counsel has explained these rights and the consequences of the waiver of these rights. The defendant fully understands that, as a result of the guilty plea, no trial

will, in fact, occur and that the only action remaining to be taken in this case is the imposition of the sentence.

The defendant is fully satisfied with the representation received from defense counsel. The defendant has reviewed the government's evidence and discussed the government's case and all possible defenses and defense witnesses with defense counsel. Defense counsel has completely and satisfactorily explored all areas which the defendant has requested relative to the government's case and any defenses.

The guilty plea could impact defendant's immigration status or result in deportation. In particular, if any crime to which defendant is pleading guilty is an "aggravated felony" as defined by Title 8, United States Code, Section 1101(a)(43), removal or deportation is presumed mandatory. Defense counsel has advised the defendant of the possible immigration consequences, including deportation, resulting from the plea.

**10. VOLUNTARY NATURE OF THE GUILTY PLEA AND PLEA AGREEMENT:**

This document constitutes the entire agreement between the defendant and the government, and no other promises or inducements have been made, directly or indirectly, by any agent of the government, including any Department of Justice attorney, concerning any plea to be entered in this case. In addition, the defendant states that no person has, directly or indirectly, threatened or coerced the defendant to do or refrain from doing anything in connection with any aspect of this case, including entering a plea of guilty.

The defendant acknowledges having voluntarily entered into both the plea agreement and the guilty plea. The defendant further acknowledges that this guilty plea is made of the defendant's own free will and that the defendant is, in fact, guilty.

**11. CONSEQUENCES OF POST-PLEA MISCONDUCT:**

After pleading guilty and before sentencing, if defendant commits any crime, other than minor traffic offenses, violates any condition of release that results in revocation, violates any term of this guilty plea agreement, intentionally provides misleading, incomplete or untruthful information to the U.S. Probation Office or fails to appear for sentencing, the United States, at its option, may be released from its obligations under this agreement. The Government may also, in its discretion, proceed with this agreement and may advocate for any sentencing position supported by the facts, including but not limited to obstruction of justice and denial of acceptance of responsibility.

**12. NO RIGHT TO WITHDRAW GUILTY PLEA:**

Pursuant to Rule 11(c) and (d), Federal Rules of Criminal Procedure, the defendant understands that there will be no right to withdraw the plea entered under this agreement, except where the Court rejects those portions of the plea agreement which deal with charges the government agrees to dismiss or not to bring.

May 10, 2019  
Date

May 10, 2019  
Date

5/10/19  
Date

  
\_\_\_\_\_  
HAL GOLDSMITH  
Assistant United States Attorney

  
\_\_\_\_\_  
SHEILA SWEENEY  
Defendant

  
\_\_\_\_\_  
JUSTIN GELFAND  
Attorney for Defendant